

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

CLERK US DISTRICT COURT
NORTHERN DIST. OF TX
FILED

2017 MAR 28 P 3:35

DEPUTY CLERK RA

JERRY MASON
Plaintiff,

8-17CV-877-B
CIVIL ACTION NO. _____

Fremont Investment & Loan
HSBC Bank USA, National Association
Ocwen Loan Servicing, LLC
Power Default Services, Inc.
JOHN DOES 1-5,

Defendants.

COMPLAINT

The Plaintiff, JERRY MASON pro se, sues Defendants, Fremont Investment & Loan, HSBC Bank USA, National Association, Ocwen Loan Servicing, LLC, Power Default Services, Inc. and JOHN DOES 1-5.

Jurisdiction

1. Plaintiff, Jerry Mason is a resident of Ellis County, Texas and otherwise *sui juris*.
2. Defendant, Fremont Investment & Loan, as of June 2, 2008, Fremont Investment & Loan was acquired by Litton Loan Servicing, LP. The company is based in Houston, Texas. As of September 1, 2011, Litton Loan Servicing LP operates as a subsidiary of Ocwen Loan Servicing, LLC – see paragraph 4 below.
3. Defendant, HSBC Bank USA, National Association., is a foreign financial institution and is authorized to do business in the State of Texas. In the alternative, there is diversity of

citizenship because the home office of the Defendant is in another state even though it has continued to conduct business in the State of Texas.

4. Defendant, Ocwen Loan Servicing, LLC., is a Foreign Limited Liability Company corporation and is authorized to do business in the State of Texas. In the alternative, there is diversity of citizenship because the home office of the Defendant is in another state even though it has continued to conduct business in the State of Texas.
5. Defendant, Power Default Services, Inc. is a Foreign For-Profit Corporation and is authorized to do business in the State of Texas and has a home office in Texas.
6. The amount in controversy without interest and costs, exceeds the sum or value specified by 28 U.S.C. § 1332. The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between (1) citizens of different States; (2) citizens of a State and citizens or subjects of a foreign state; (3) citizens of different States and in which citizens or subjects of a foreign state are additional parties; and (4) a foreign state, defined in section 1603(a) of this title, as plaintiff and citizens of a State or of different States. The court has subject matter jurisdiction.
7. This action involves the federal question in the application of rescission procedures as specified in the Federal Truth in Lending Act, 15 U.S.C. §1635, et seq. (hereinafter referred to as TILA).
8. This action involves the federal question in the application of rescission procedures as specified in the Federal Truth in Lending Act, 15 U.S.C. §1635, et seq. (hereinafter referred to as TILA).

Preliminary Factual Allegations Applicable to All Counts

9. On February 9, 2017, the Plaintiff sent to all Defendants a letter of Rescission dated February 7, 2017 regarding Rescission of two loans: Freemont Investment & Loan - Adjustable Rate Note Account No. 925000171488 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7091145362) and Freemont Investment & Loan - Purchase Money Note Account No. 925000171036 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7878275. And Power Default Services, Inc. File Number 2015-00911-TX and alleged successors in interest to real property located at 101 Poinsetta Dr., Palmer, TX 75152, Ellis county, which is attached hereto as Exhibit "A" Rescission Letter.
10. Notice of Rescission of the loans was sent to all Defendants, U.S.P.S. Certified Mail January 13, 2017 as depicted in the mailing confirmations attached hereto as Exhibit "B" Mailing Confirmations.
11. As set forth in TILA, and the applicable extension as provided in Regulation Z, the loan contract (note and mortgage) was cancelled by operation of law upon mailing the Notice of Rescission. This is per the unanimous Supreme Court *Jesinoski v. Countrywide Home Loans, Inc.*, 574 U.S. ____ (2015), a United States Supreme Court case in which the Court held that the Truth in Lending Act does not require borrowers to file a lawsuit to rescind loans and that sending written notice is sufficient to effectuate rescission. Some commentators described Justice Antonin Scalia's unanimous majority opinion as "terse" and the "shortest opinion of the year". Other analysts have described *Jesinoski* as a "landmark case" in Truth in Lending Act jurisprudence.
12. The loan contract was cancelled by operation of law on the date of mailing shown on Exhibit "A."

13. The note was rendered "void" by operation of law on the date of mailing shown on Exhibit "A."
14. The mortgage was rendered "void" by operation of law on the date of mailing shown on Exhibit "A."
15. Under TILA, the Defendants, if it is a creditor, are required to comply with the rescission within twenty-days by performing three acts:
 - a. Return of the cancelled note,
 - b. Filing in the county records such instrument that would release any encumbrance or lien arising out of the cancelled loan contract, and
 - c. Payment of all money received from the Plaintiffs, on behalf of the Plaintiffs, and all money paid for fees, commissions or other compensation in connection with the alleged origination of the loan contract.
16. By operation of law, the rescission is effective as of the date and time of mailing and no lawsuit is required by the Plaintiff and no tender of any payment is required by the Plaintiff.

COUNT I – TEMPORARY AND PERMANENT INJUNCTION

17. The Plaintiff realleges and reaffirms the Jurisdictional Allegations as if they were specifically set forth herein.
18. The Plaintiffs realleges and reaffirms the Preliminary Factual Allegations Applicable to All Counts numbers 10-16 as if they were specifically set forth herein.
19. This is a cause of action which seeks injunctive relief for preventing Defendants from collecting, forcing, reporting, or taking any affirmative action or seeking any relief with respect to the loan contract that is referenced in the subject Rescission letter (Exhibit "A").

20. This property is unique in that it is a residential home that is owned by the Plaintiff and who has made a substantial investment in the property and the property contains his personal items.
21. The Plaintiff will be irreparably damaged by the Defendants, in its continued pursuit of a wrongful foreclosure sale Tuesday April 4, 2017 if not stopped and is in direct violation of TILA.
22. Defendants will be proceeding with a judicial sale of the property Tuesday April 4, 2017 despite the prohibition imposed by TILA, and as recently ruled upon by the United States Supreme Court and under Federal Reserve Regulation Z.
23. Attached hereto as Exhibit "C" Recorded Letter of Rescission is constructive notice to the world as to the judicial sale of the property and was recorded against the property after the rescission took effect upon mailing by operation of law per *Jesinoski v. Countrywide Home Loans, Inc.*, 574 U.S. ____ (2015) decision.
24. If not enjoined, Defendants have made it clear that they are ignoring federal law and is attempting to unlawfully take this property from the Plaintiff further casting doubt on the marketability of the title that will only add to and create complexities in the title that were directly caused by the Defendant and its predecessors in interest.
25. The Plaintiff has been obliged to seek the services of legal counsel to represent Plaintiff to take over this case, to amend this complaint to add violations of the FDCPA law and forgery and fraud of foreclosing instruments recorded in the land records, served on the court and trustee. The cost of paying attorney fees, expenses, and costs for which the Defendant should be responsible.

WHEREFORE, the Plaintiff prays that this Honorable Court will enter an order enjoining the Defendants from any use of any document, claim or instrument referenced as rescinded or cancelled in the subject Rescission letter and further stating that the note and deed of trust are null and void, grant attorney's fees and costs, and grant such further relief as this Court may deem just and proper.

COUNT II – MANDATORY INJUNCTION

26. The Plaintiffs realleges and reaffirms the Jurisdictional Allegations as if they were specifically set forth herein.
27. The Plaintiffs realleges and reaffirms the Preliminary Factual Allegations Applicable to All Counts numbers 10-16 as if they were specifically set forth herein.
28. Under TILA, the Defendant, if it is a creditor instead of a debt collector with no rights to foreclose, is required to comply with the rescission within twenty days by performing three acts:
 - a) Return of the cancelled note,
 - b) Filing in the county records such instrument that would release any encumbrance or lien arising out of the cancelled loan contract, and
 - c) Payment of all money received from the Plaintiff, on behalf of the Plaintiff, and all money paid for fees, commissions or other compensation in connection with the alleged origination of the loan contract.
29. In fact, the Defendants are continuing to attempt a foreclosure sale Tuesday April 4, 2017 based upon a mortgage which is now "void."
30. In order to seek legal redress, the Plaintiff has been obliged to seek the services of legal

counsel to take over his pro se case and will be obligated to pay reasonable attorney's fees, expenses and costs for which the Defendants should be liable.

WHEREFORE, the Plaintiff prays that this Honorable Court will enter an order requiring the Defendants to return the cancelled original note to Plaintiff, to file any documents required to release any claim of encumbrance or lien arising out of the loan contract referenced in the Rescission letter, and grant the Plaintiff attorney's fees, expenses and costs of this action and grant such other relief as the Court may deem just and proper including, but not limited to an accounting of all money paid or received as compensation arising out of the execution of instruments by Plaintiff relating to the loan contract that was referenced in the subject Notice of Rescission.

Dated: March 27, 2017

Respectfully submitted,


Jerry Mason
101 Poinsetta Dr
Palmer, TX 75152
214-402-6267
jerry.mason@terrellisd.org

Exhibit A: Rescission Letter dated Tuesday, February 7, 2017

Tuesday, February 7, 2017

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Freemont Investment & Loan Registered Agent CT CORPORATION SYSTEM 350 N. St. Paul St., Ste. 2900 Dallas, TX 75201-4234 | HSBC Bank USA National Association Registered Agent CT CORPORATION SYSTEM 1200 S. PINE ISLAND ROAD PLANTATION, FL 33324 |
| Ocwen Loan Servicing, LLC Registered Agent Corporation Service Company dba CSC - Lawyers Incorporating Service Company 211 E. 7th Street, Suite 620 Austin, TX 78701-3218 | Power Default Services, Inc. Registered Agent CT Corporation System 1999 Bryan St., Ste. 900 Dallas, TX 75201-3135 |

Jerry Mason
101 Poinsetta Dr.
Palmer, TX 75152

RE: Rescission of two loans: Freemont Investment & Loan - Adjustable Rate Note Account No. 925000171488 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7091145362) and Freemont Investment & Loan - Purchase Money Note Account No. 925000171036 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7878275. And Power Default Services, Inc. File Number 2015-00911-TX and alleged successors in interest to real property located at 101 Poinsetta Dr., Palmer, TX 75152, Ellis county.

The Above Whom It May Concern:

Pursuant to the provisions of the Truth and Lending Act ("TILA"), 15 U.S.C. Section 1635, I hereby rescind the above-referenced loan, due to violations of TILA, including but not limited to the unlawful failure to give timely and proper notices required under TILA.

With this letter, I hereby exercise my rights under the Federal Truth in Lending Act, 15 U.S.C. § 1635 and Regulation Z, 12 C.F.R. 226.23(b)(5) to rescind the above referenced mortgage loan due to recently learned and now undeniable fraud, concealment, non-disclosure, white collar crime, R.I.C.O. crime and more at alleged closing -- again only recently learned.

Please be advised that your note and security interest in the home is now null and void per operation of law by 15 U.S.C. § 1635; Regulation Z § 226.23 and to do your part to terminate the security interest in the home, return the cancelled note and refund all payments.

Thank you for your prompt attention to this. You may contact me at 214-402-6267 or jerry.mason@terrellisd.org should you require any further information or like to discuss this matter further.

Sincerely,


Jerry Mason

c.c. Consumer Financial Protection Bureau, P.O. Box 4503, Iowa City, Iowa 52244

Exhibit B: Mailing Confirmations.

Kerry Mason
101 Poinsettia Dr.
Pittman, TX 75152



Owen Loan Servicing, LLC
Corporation Service Company
211 E 7th Street #620
Austin, TX 78701-3218

Kerry Mason
101 Poinsettia Dr.
Pittman, TX 75152



Freemont Investment & Loan
CT Corporation System
350 N. St. Paul St. ST 2900
Dallas, TX 75201-4234

Jerry Mason
101 Pointe 40 Cr.
Dahmer, TX 75152



Power Default Services, Inc
ET. Corporation System
1999 Bryan St #900
Dahmer, TX 75152

Jerry Mason
101 Pointe 40 Cr.
Dahmer, TX 75152



HSBC USA national Association
ET. Corporation System
1200 S Pine Island Road
Plantation, FL 33324

Exhibit C: Recorded Rescission Letter dated February 7, 2017

FILED FOR RECORD - ELLIS COUNTY, TEXAS
INST NO. 1704425 FILING DATE/TIME: Feb 16, 2017 at 10:15:00 AM

Prepared by and return to:
Jerry Mason
101 Poinsetta Drive
Palmer, Texas 75152

NOTICE OF FILING OF RESCISSION

COMES NOW, JERRY MASON, and hereby files the attached Rescission letter regarding the described real estate and premises located in ELLIS ~~Fentress~~ County, State of Texas:

LOT 6, BLOCK H, OF THE MEADOWS OF PALMER, PHASE TWO, AN ADDITION TO THE CITY OF PALMER, ELLIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET G, SLIDE 146, OF THE PLAT RECORDS OF ELLIS COUNTY, TEXAS.

Further described as: 101 Poinsetta Drive, Palmer, Texas 75152.

Signed, sealed and delivered in the presents of:

Witness: ERICA JACKSON

Printed Name: ERICA JACKSON

Witness: CORBIN GIBOUX

Printed Name: CORBIN GIBOUX

State of Texas

County of Fentress

Witness: SAMUEL R. FLORES

Printed Name: SAMUEL R. FLORES

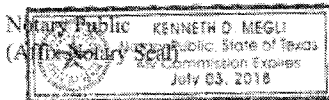
Witness: NEFTALI MANGUAL

Printed Name: NEFTALI MANGUAL

The foregoing instrument is acknowledged before me on this 15 day of February 2017 by **Jerry Mason** who is personally known to me or who has/have produced Texas DL as identification and did take an oath. Witness my signature and official seal in the aforesaid state and county.

Date: February 15, 2017

Kenneth D. Megli
My commission expires 7-03-2018



A CERTIFIED COPY 2-16-17
ATTEST:
CINDY POLLEY, COUNTY CLERK
ELLIS COUNTY, TEXAS
BY Cindy Polley DEPUTY

Tuesday, February 7, 2017

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Freemont Investment & Loan Registered Agent CT CORPORATION SYSTEM 350 N. St. Paul St., Ste. 2900 Dallas, TX 75201-4234 | HSBC Bank USA National Association Registered Agent CT CORPORATION SYSTEM 1200 S. PINE ISLAND ROAD PLANTATION, FL 33324 |
| Ocwen Loan Servicing, LLC Registered Agent Corporation Service Company dba CSC - Lawyers Incorporating Service Company 211 E. 7th Street, Suite 620 Austin, TX 78701-3218 | Power Default Services, Inc. Registered Agent C T Corporation System 1999 Bryan St., Ste. 900 Dallas, TX 75201-3136 |

Jerry Mason
101 Poinsetta Dr.
Palmer, TX 75152

RE: Rescission of two loans: Freemont Investment & Loan - Adjustable Rate Note Account No. 925000171488 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7091145362) and Freemont Investment & Loan - Purchase Money Note Account No. 925000171036 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7878275. And Power Default Services, Inc. File Number 2015-00911-TX and alleged successors in interest to real property located at 101 Poinsetta Dr., Palmer, TX 75152, Ellis county.

The Above Whom It May Concern:

Pursuant to the provisions of the Truth and Lending Act ("TILA"), 15 U.S.C. Section 1635, I hereby rescind the above-referenced loan, due to violations of TILA, including but not limited to the unlawful failure to give timely and proper notices required under TILA.

With this letter, I hereby exercise my rights under the Federal Truth in Lending Act, 15 U.S.C. § 1635 and Regulation Z, 12 C.F.R. 226.23(h)(5) to rescind the above referenced mortgage loan due to recently learned and now undeniable fraud, concealment, non-disclosure, white collar crime, R.I.C.O. crime and more at alleged closing - again only recently learned.

Please be advised that your note and security interest in the home is now null and void per operation of law by 15 U.S.C. § 1635; Regulation Z § 226.23 and to do your part to terminate the security interest in the home, return the cancelled note and refund all payments.

Thank you for your prompt attention to this. You may contact me at 214-402-6267 or jerry.mason@terrellisd.org should you require any further information or like to discuss this matter further.

Sincerely,


Jerry Mason

c.c. Consumer Financial Protection Bureau, P.O. Box 4503, Iowa City, Iowa 52244

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A CERTIFIED COPY
ATTEST: 2/16/17
CINDY POLLEY, COUNTY CLERK
ELLIS COUNTY, TEXAS
BY Cindy Polley DEPUTY

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Jerry Mason

DEFENDANTS

Power Default Services, Inc., Fremont Investment & Loan. HSBC Bank USA, National Association, Ocwen Loan Servicing, LLC

(b) County of Residence of First Listed Plaintiff Ellis County
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Dallas County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Jerry Mason pro se, 101 Poinsetta Dr, Palmer, TX 75152, 214-402-6267,
jerry.mason@terrellisd.org

Attorneys (If Known)

unknown for new lawsuit

CLERK U.S. DISTRICT COURT

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | |
|-----------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury | PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 |
| | | | | <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes |

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):
Federal Truth in Lending Act, 15 U.S.C. §1635, et seq.

Brief description of cause:

for a court order that the rescission was effective by operation of law thus mortgage, note, loan are null and void

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/28/2017

SIGNATURE OF ATTORNEY OF RECORD

Jerry Mason

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____